

LEASE PURCHASE ADDENDUM NO. ONE

REGISTRATION NO. 18627-A
 DEC 20 1993
 INTERSTATE COMMERCE COMMISSION

THIS ADDENDUM is entered into the 29th day of December, 1993 between **MetLife Capital Corporation** ("Lessor") whose mailing address is C-97550, Bellevue, Washington 98009 and **Morrison Knudsen Corporation** ("Lessee") whose address is 720 Park Boulevard, Boise, Idaho 83729.

Lessee has requested to sell to and lease back from Lessor the following items of personal property (individually, an "Item" and, collectively, the "Equipment") for the prices and for delivery as follows:

Name and Address of Supplier	Quantity	Complete Description of Equipment	Price
		(New unless otherwise specified) See Attached Schedule, [] check if applicable	
	Ten (10)	Refurbished SD40M-2 Locomotives per the attached Schedule A.	\$5,500,000.00

TOTAL PRICE	\$5,500,000.00
FED. EXCISE TAX	\$n/a
TRANSPORTATION	\$n/a
OTHER	\$n/a

Date Delivery Expected:	Delivery Instructions to be as specified by Lessee to Supplier	TOTAL COST: \$5,500,000.00	
	Street	City	County State
SHIP TO LESSEE AT: 720 Park Boulevard, Boise, Idaho 83729			

Lessee and Lessor AGREE that subject to the conditions and agreements herein and in the Master Lease referred to below (i) Lessor shall lease the Equipment to Lessee, and (ii) Lessee shall lease the Equipment from Lessor and perform and comply with the provisions of this Agreement.

Certain Definitions and Stipulations:

Purchase Cut-Off Date: March 31, 1994

Particular Lease Terms:

Length of Basic Term: Sixty (60) months

Interim Rental Rate: One (1%) percentage point(s) above Chase Manhattan Bank's Prime Rate

Periodic Rental Rate (for each installment): 5.01783 percent (%) of Lessor's Cost of the Equipment

Payment Schedule: semi-annually in arrears upon lease closing

**Purchase, Sale and
Renewal Options:**

With respect to any option of Lessee to sell the Equipment, Lessee shall, prior to the time of such sale or as a condition of such sale, place the Equipment in the condition required under Section 19, Surrender, of the Master Lease.

- (a) On the last date of the Basic Term, Lessee may purchase for cash all but not less than all of the Equipment then under lease for a price equal to 84.48% of Equipment Cost.
- (b) If Lessee elects not to purchase the Equipment pursuant to (a) above, then Lessee shall have the option to sell the equipment in a commercially reasonable manner, or, at Lessor's option, assuming Lessee has exercised its option to sell, the Equipment will be sold by Lessor as agent for Lessee. In no event will Lessee sell the Equipment for less than 20% of Equipment Cost without Lessor's prior written consent. All net proceeds of sale shall be paid to Lessor; provided however, that if the net proceeds of sale exceed 84.48% of Equipment Cost, such excess shall be paid to Lessee; provided further however, that if the net proceeds of sale are less than 84.48% of Equipment Cost, Lessee shall pay to Lessor the difference to a maximum of 89.843% Equipment Cost.
- (c) If neither purchase or sale options are exercised in accordance with Sections (a) or (b) above, then on the last date of the term the Lease will be renewed for a period of sixty (60) months at a rental payment equal to 5.01783% of Equipment Cost payable monthly in advance.
- (d) Assuming the Lease is renewed pursuant to (c), on the last date of such first renewal term, Lessee shall have the option to purchase all but not less than all of the Equipment then under Lease for a price equal to 62.144% of Equipment Cost.
- (e) If Lessee does not exercise the purchase option referred to in Section (d) above, Lessee shall have the option to sell the equipment in a commercially reasonable manner, or at Lessor's option, assuming Lessee has exercised its option to sell, the Equipment will be sold by Lessor as agent for Lessee. In no event will Lessee sell the Equipment for less than 18% of Equipment Cost without Lessor's prior written consent. All net proceeds of sale shall be paid to Lessor; provided however, that if the net proceeds exceed 62.144% of Equipment Cost, then the excess shall be paid to Lessee; provided further however, that if the net proceeds are less than 62.144% of Equipment Cost, then Lessee shall pay the difference to Lessor to a maximum of 48.865% of Equipment Cost.
- (f) If neither purchase or sale options are exercised in accordance with Sections (d) or (e) above, then on the last day of the term the Lease will be renewed for a period of sixty (60) months at a rental payment equal to 5.01783% of Equipment Cost.
- (g) Assuming the Lease is renewed pursuant to (f), on the last day of such second renewal term, Lessee shall have the option to purchase all but not less than all of the Equipment then under Lease for a price equal to 30% of Equipment Cost.
- (h) If Lessee does not exercise the purchase option referred to in Section (g) above, then Equipment will be sold by Lessee, or at Lessor's option by Lessor as agent for Lessee, in a commercially reasonable manner, but in no event will Lessee sell the Equipment for less than 18% of the Equipment Cost without Lessor's prior written consent. The net proceeds of sale shall be paid to Lessor; provided however, that if the net proceeds exceeds 30% of the Equipment Cost, then the excess shall be paid to Lessee; provided further however, that if the net proceeds are less than 30% of the Equipment Cost, then Lessee shall pay the difference to Lessor to a maximum of 20.967% of Equipment Cost.

Premises where Equipment will be kept: The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.

Insurance Required:

Liability. Not less than \$5,000,000.00 Combined Single Limit Liability insurance, including bodily injury and death and

property damage, naming Lessor as additional insured.

Physical Damage. Not less than \$5,500,000.00 All risk physical damage insurance, including loss by burglary, theft, and malicious mischief, for full replacement value of the equipment, naming Lessor as loss payee.

Other: N/A

Yield Maintenance Premium: If at any time during the fifth year or at the end of the Basic Term or prior to the end of any Renewal Term Lessee elects to exercise its purchase or sale rights under the "Purchase Option" or "Sale of Equipment" sections, or if Lessee otherwise elects to retire the outstanding lease balance, then Lessee may be required to compensate Lessor for any yield deficiency resulting from market interest rate fluctuations.

The Yield Maintenance Amount (YMA) is determined by (i) calculating the decrease (expressed in basis points) in the current weekly average yield of Seven (7) Year U.S. Treasury Notes ("Treasury Note Rate") (as published in Federal Reserve Statistical Release H.15(519)) from November 2, 1993 to the termination date, (ii) dividing the difference by 100, (iii) multiplying the result by the applicable premium factor shown below, and (iv) multiplying the product by the Purchase Option Amount (if the lease is terminating at the end of the Basic Term or the First Renewal Term) or the outstanding lease balance (if the lease is terminating at any other time). In the event that the Treasury Note Rate either remains the same or increases from November 2, 1993 to the termination date, no YMA shall be payable.

YMA Premium Factors

During Fifth Year of Basic Term	.024
End of Basic Term / During First Year of First Renewal Term	.019
During Second Year of First Renewal Term	.014
During First Year of Second Renewal Term	.010
During Second Year of Second Renewal Term	.005

On the date of termination, Lessee shall pay Lessor the total of (i) Periodic Rental due on that date and all other amounts due hereunder, (ii) the Purchase Option Amount (if the lease is terminating at the end of the Basic Term or the First Renewal Term) or the outstanding lease balance (if the lease is terminating at any other time) (iii) the YMA, if applicable.

Master Lease: Lessor and Lessee are entering into or have entered into a Master Lease Purchase Agreement ("Master Lease") dated December 29th, 1993. All of the terms, conditions, agreements and provisions of the Master Lease are incorporated herein by this reference and constitute a part of this Addendum. If there shall be any conflict between any provision of the Master Lease and a provision of this Addendum, the provision of the Addendum shall govern.

Lessor's Disclaimer: Lessee acknowledges and agrees that it has selected both the Equipment of the type and quantity which is the subject of this Addendum and the supplier from whom Lessor purchased the Equipment. LESSOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE DESIGN, COMPLIANCE WITH SPECIFICATIONS, CONDITION, QUALITY, WORKMANSHIP, OR THE SUITABILITY, ADEQUACY, OPERATION, USE OR PERFORMANCE OF THE EQUIPMENT OR AS TO ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ANY DELAY IN DELIVERY SHALL NOT AFFECT THE VALIDITY OF THE MASTER LEASE OR THIS ADDENDUM. The Lessee understands and agrees that neither the supplier nor any salesman nor any agent of the supplier is authorized to waive or alter any term or condition of the Master Lease or this Addendum, and no representation as to the Equipment or any other matter by the supplier shall in any way affect Lessee's duty to pay the rent and perform its obligations as set forth in the Master Lease or this Addendum. Lessor shall not be liable to Lessee for incidental, consequential, or indirect damages or for any act, neglect omission, breach or default by Lessor or any third party.

Counterparts: This Lease Purchase Addendum No. One may be executed in counterparts for convenience of the parties, each such counterpart, when taken together, to be deemed as one and the same addendum.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, this Lease Purchase Addendum No. One is executed as of the date first written above.

LESSOR:

METLIFE CAPITAL CORPORATION, a Delaware corporation

By: 

W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an Ohio corporation

By: _____

Edmund J. Gorman, Senior Vice President and Chief Financial Officer

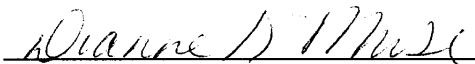
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 28 day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28 day of December 1993.



Notary Public in and for the State of Washington

residing at Woodinville.

My term expires: 2/6/96

STATE OF IDAHO)

) ss.

COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho

residing at _____.

My term expires: _____

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 002
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 32404 and road number 9049.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 002 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

LESSEE:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

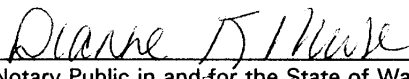
By: 
W. J. Stoddard, Vice President

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at Basel
My term expires: 1-25-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 003
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 35729 and road number 9050.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 003 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.


IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

LESSEE:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

MORRISON KNUDSEN CORPORATION, an
Ohio corporation


By: 
W. J. Stoddard, Vice President

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Suzanne M. Bauman
Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048183
Dated: December 29, 1993
Schedule No.: 004
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 29874 and road number 9051.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required (All policies to require at lease 10 days' notice of cancellation to Lessor):**
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 004 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

LESSEE:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

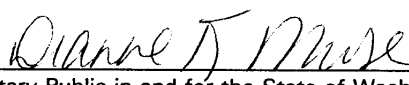
By: 
W. J. Stoddard, Vice President

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 005
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 31432 and road number 9052.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 005 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

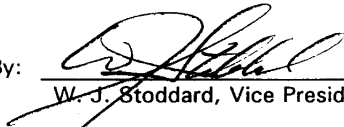
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LESSOR:

LESSEE:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

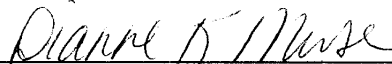
By: 
W. J. Stoddard, Vice President

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/3/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Sharon M. Brown
Notary Public in and for the State of Idaho
residing at Base
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 006
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 37910 and road number 9053.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**


First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 006 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: 
W. J. Stoddard, Vice President

LESSEE:

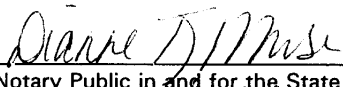
MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville.
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____.
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Suzanne M. Bowman
Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 007
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Returbished SD40M-2 Locomotive serial number 31433 and road number 9054.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**


First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 007 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: 
W. J. Stoddard, Vice President

LESSEE:

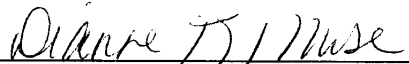
MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 008
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 32972 and road number 9055.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at lease 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 008 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: 
W. J. Stoddard, Vice President

LESSEE:

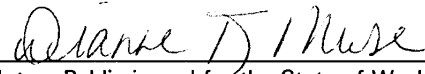
MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: 1-15 -99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048183
Dated: December 29, 1993
Schedule No.: 009
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 33780 and road number 9056.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 009 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

LESSEE:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

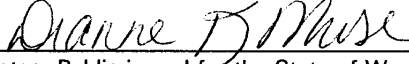
By: 
W. J. Stoddard, Vice President

By: Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.


Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Supanne M. Bowman
Notary Public in and for the State of Idaho
residing at Burke
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 010
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 31435 and road number 9057.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 010 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

Notary Public in and for the State of Idaho
residing at _____.
My term expires:

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99

IN WITNESS WHEREOF, this Lease Purchase Addendum No. One is executed as of the date first written above.

LESSOR:

METLIFE CAPITAL CORPORATION, a Delaware corporation

By: W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an Ohio corporation

By: Edmund J. Gorman, Senior Vice President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Suparna M. Basu
Notary Public in and for the State of Idaho
residing at Basu
My term expires: 1-15-99

LEASE CLOSING SCHEDULE

Lessee Name: MORRISON KNUDSEN CORPORATION
Equipment Lease No.: 2048193
Dated: December 29, 1993
Schedule No.: 001
Closing Date: December 29, 1993

1. **Description of Equipment:**
One (1) Refurbished SD40M-2 Locomotive serial number 32368 and road number 9048.
2. **Location of Equipment:**
The Equipment is rolling stock to be used throughout the United States and, with notice to Lessor, in Canada.
3. **Total Equipment Cost:** \$550,000.00
4. **Periodic Rent:**
The total sum of \$275,980.70 Dollars in 10 installments of \$27,598.07 Dollars each, payable commencing on June 29, 1994 and at semi-annual intervals thereafter.
5. **Insurance Required** (All policies to require at least 10 days' notice of cancellation to Lessor):
 - a. Combined Single Limit Liability, including bodily injury and property damage, of not less than \$5,000,000.00 naming Lessor as additional insured.
 - b. All risk physical damage, including burglary and theft, for the full replacement value of the Equipment, based on the original equipment cost of \$550,000.00 with a Loss Payable endorsement naming Lessor as loss payee.
6. **Stipulated Loss Values:**

First Year:	<u>107.00%</u>	Sixth Year:	<u>n/a</u>
Second Year:	<u>105.08%</u>	Seventh Year:	<u>n/a</u>
Third Year:	<u>102.43%</u>	Eighth Year:	<u>n/a</u>
Fourth Year:	<u>99.17%</u>	Ninth Year:	<u>n/a</u>
Fifth Year:	<u>95.42%</u>	Tenth Year:	<u>n/a</u>
7. **Counterparts:**
This Schedule may be executed in counterparts for convenience of the parties, each counterpart, when taken together, to be viewed as a single agreement.

Accepted and agreed this 29th day of December, 1993 as Schedule No. 001 to that certain Master Equipment Lease Agreement dated December 29th, 1993 by and between the parties hereto.

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By:

W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By:

Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 28th day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this 28th day of December 1993.

Dianne F. Morse
Notary Public in and for the State of Washington
residing at Woodinville
My term expires: 2/6/96

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at _____
My term expires: _____

IN WITNESS WHEREOF, Lessor and Lessee have signed this Schedule as of the day and year first hereinabove written.

LESSOR:

METLIFE CAPITAL CORPORATION, a
Delaware corporation

By: _____
W. J. Stoddard, Vice President

LESSEE:

MORRISON KNUDSEN CORPORATION, an
Ohio corporation

By: _____
Edmund J. Gorman, Senior Vice
President and Chief Financial Officer

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of December, 1993, before me personally appeared W. J. Stoddard, to me known to be a Vice President of MetLife Capital Corporation and the individual who executed the foregoing instrument on behalf of such corporation.

SUBSCRIBED AND SWORN TO before me this _____ day of December 1993.

Notary Public in and for the State of Washington
residing at _____
My term expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30 day of December, 1993, before me, a Notary Public in and for said state, personally appeared Edmund J. Gorman, to me known to be the Senior Vice President and Chief Financial Officer of the corporation that executed the foregoing instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Notary Public in and for the State of Idaho
residing at Boise
My term expires: 1-15-99